

THE CAPTURED BANK ROBBERS.

Particulars of the Capture of the Younger Brothers Near Madelia, Minn.—A Terrible Fight in the Bush—A Young Norwegian Boy's Brave Ride.

(Special to the St. Paul Press.)

MADIELIA, Minn., Sept. 22.—At 7 this morning two of the captured robbers passed the house of Ole Suborn, on Section 20, in the town of Linden, Brown County. Ole's son, Oscar, suspected that they were the robbers, and so told his father, saying that they would not walk, and would not be in the vicinity so early. But the father did not feel as certain as the son, and sent the boy on his farm duties. The son was absent about half an hour and before he returned the four robbers had come by couples to the house and bought bread and butter, going west into the timber near Linden. The father directed his son to take one of the horses and ride into Madelia and communicate the suspicions then fully aroused. The boy rode through fields, and rode at full speed the distance of eight miles, arriving at Madelia at half-past 9.

ONCE HIS HORSE FELL,

and the horse and rider were rolled in the mud, but he bravely remounted and continued his speedy warning. As he rode up to Vaughn's hotel, in Madelia, near him were standing James Glispin, Sheriff of Watonwan County, with two or three citizens. Speaking to Col. Vaughn, the boy said that the four robbers had been at his father's house only one hour and a half before. The Sheriff immediately stepped forward and questioned the boy as to the description of the men, and learned that one was wounded in the arm, and that had gone into the timber. Upon hearing this they were satisfied that the men seen were the robbers. In five minutes Sheriff Glispin, Col. Vaughn, Dr. Overhott and James Severson, were in mad race for the Oleon farm. Orders were left for citizens to follow. A great excitement took possession of this little village. Stores were shut up and nearly all the male population started on horseback, in teams and on foot for the point. After the Sheriff and his three companions had reached the distance of two and a half miles from Madelia a horseman was met who informed Glispin that the robbers were four miles ahead, and in a southwest direction. Glispin sent the horseman to Madelia with orders for all citizens going out to go due west up the north branch of the Watonwan River, as the robbers would strike the river in that direction. Glispin then continued his ride at full gallop, and in one hour from the time the boy arrived with the news,

OVERTOOK THE FOUR ROBBERS

just as they had crossed the Lake Hanska slough. This slough is not passable for horses, but as Glispin was within gun-shot he cried out to the robbers to halt. The robbers broke into a run at the Sheriff's command, going due south toward the Watonwan River. Glispin and two of his party fired at the fleeing robbers without effect, and the robbers were soon out of range. At this moment a party of four farmers with their guns joined Glispin. Glispin divided his party, four going east to go around that side of the slough, and then going west about two and a half miles to find a western crossing. Before Glispin and his party could cross the robbers had made a distance of over two miles to the south, being only about three-quarters of a mile from the river. Glispin and Will Estes were in advance, and riding up to within 20 rods of the robbers, they called out: "What do you want?" Glispin replied: "Throw up your hands and surrender." The robbers answered: "Come up, and we won't hurt you," and continued walking off. Glispin and Estes

OPENED FIRE ON THE ROBBERS,

and the robbers returned the fire, each one firing. Glispin and Estes were obliged to dismount, a ball just grazing Glispin's horse, and others whizzing all around. Many shots were exchanged, and the skirmish ended, the robbers retreating to the Watonwan River, and skulking in the brush. By this time Glispin's five parties had joined, and forming a skirmish line, advanced around the robbers, and pushed them into the river and into the willows and plum-brush on the south side. The robbers passed out of the cover of the brush, and went up to Andrew Anderson's house. It happened at this moment that Hon. Horace Thompson and son, of St. Paul, with ladies, were out gunning, and on the hill in the stubble opposite Anderson's the robbers ran toward Thompson's team, hoping to catch it, as they have since confessed, but Mr. Thompson and his son, changing their bird-shot for goose-shot, boldly stood their ground, and faced the robbers with their fowling-pieces. Seeing this, the robbers

FELL BACK INTO THE BRUSH.

Meanwhile Glispin and party had crossed the river to the north and west of the robbers, and Capt. Murphy had come upon the east side of the robbers, and had left four men on the north side, crossing himself to the south side, where he joined Glispin. Citizens now began to arrive in numbers, and the day had reached 2 o'clock p. m. The brush covered about five acres, with a dense covering of willow and plum brush, the robbers being completely hid. The citizens arriving were rapidly posted all around the bend and brush, until about 20 citizens had surrounded the place. Capt. Murphy volunteered to Sheriff Glispin to skirmish the brush with any men who would accompany them. Promptly Col. Vaughn, James Severson, Benj. Rice, George Bradford, and Chas. Pomeroy volunteered, and under Glispin and Murphy were formed in a line east and west, the men being posted about five paces apart, the line slowly advancing northward toward the river, striking the river without stirring up the robbers. This line of brave men then wheeled, following the west, and moved up the river, the right flank resting on the river. Hardly ten rods of ground had been passed when one of

the robbers rose from the thick brush, only a distance of 15 feet from the line advancing, and opposite Murphy and Glispin, whose places in the line were next the river. The robber drew his revolver upon Glispin, Glispin drawing at the same time his rifle on the robber.

BOTH FIRED

at nearly the same instant, Glispin brought down his man. Glispin dropped to his knees to reload, when Capt. Murphy advanced and fired five shots at the stooping robbers, who were all firing rapidly at the advancing line. All of Glispin's men fired at same moment and the engagement became general. In five minutes over 30 shots had been fired by the robbers, without taking effect, one ball striking Capt. Murphy on the right stomach, but providentially striking a large rosewood pipe in his vest-pocket, and thus saving his life. George Bradford had been struck on the wrist with a slight flesh wound, but so true was the fire of the citizens that three of the robbers were laid prostrate on the ground, one being dead and two badly wounded, the last man, being the man who was wounded at Northfield, threw up his hands and said,

"I GIVE UP;

the rest of the boys are all shot to pieces!" He advanced to the citizens and surrendered himself to Capt. Murphy, who took his pistols. This robber led the citizens to the place where lay his three companions. Glispin had the dead and wounded placed in a wagon and brought to Madelia, where Drs. Overhott and Cooley dressed the wounds of the living, and they were placed in beds in the Vaughn Hotel, where they are now lying. The three wounded and dying men have confessed that they are the Younger brothers, Cole, Frank, and Jim, but refuse to state who the dead man is, or who the rest of the party were. The supposition is that the dead man is one of the James brothers, being nearly six feet, with black mustache, chin-whiskers, and weighing about 160 pounds. The wounds of the robbers are very severe, but are not at this writing considered fatal. They are quite exhausted, having been visited by hundreds of curious people, and having talked beyond their strength. After the capture of the robbers a few of the more excited citizens were in favor of

SHOOTING THE PRISONERS,

but Glispin and the men who had captured them promptly informed all such that the first man that laid his hands in violence upon them should be shot. No violence whatever has been offered the prisoners. At this hour it is not possible to say what immediate disposition will be made of the prisoners. The physicians say that it is not safe or proper to remove the wounded men at this time, but the Sheriff will hold the prisoners until he has consulted Sheriff Barton, of Rice County, it being his intention to deliver them up to him.

A post-mortem examination was held over the remains of the dead robber, and a verdict found in accordance with the facts given.

The prisoners have conversed freely with different persons visiting them, and say that they crossed the trestle work together at Mankato, and were all in camp when surprised on Thursday, a week ago, at Minneopa Falls; that they were at one time entirely surrounded in less than an acre of ground, and could hear every thing said by their pursuers; that they have remained in the woods until last night undisturbed. It is impossible to send any further particulars to-night as all parties are thoroughly tired out and have gone to sleep. The prisoners are under close guard in Vaughn's Hotel and have the best medical attendance and nursing. The town is full of people who came there to join in the chase, but having arrived too late to participate. Too much can never be said of the prompt and gallant conduct of the brave citizens of Madelia.

The Remaining Fugitives.

[Special Dispatch to the Chicago Tribune.]

STOUX CRY, Ia., Sept. 22.—The two band-robbers who for a few days past have been creating so much excitement in this vicinity, are still at large, although frequently seen by farmers. They have so far managed to elude the pursuit of the officers who are scouring the country for them. The latest outrage committed by them occurred last night about midnight, when they went to the farm-house of James Thompson, about 10 miles northeast of Lemars, Station, on the Illinois Central Railroad, made Thompson hitch up his horses, and said they wanted to go to a place called Broken Kettle, about 20 miles north of this city. Thompson had not returned to his home at a late hour this evening, and fears are entertained that he has been murdered. Men are out trying to trace his team, but at last accounts had only succeeded in tracing it but a short distance northward from Thompson's residence. The two villains are undoubtedly the notorious James brothers.

FROM THE SECOND ANNUAL REPORT OF THE

United States Hay-fever Association it appears that no remedy for hay fever has yet been discovered, and that substantial relief from the disease can be obtained only by residence in an exempt district during the period of its continuance. This is usually from the middle of August until the first frost. A list of more than ninety places in North America which are more or less exempt is appended to the report. Among the measures for relief recommended to those who are unable to leave home in order to seek exempt districts is the use of quinine, to raise the tone of the system. It should be taken, one or two grains with each meal, for a week or ten days before the recurrence of the attack.

AR CAIRO, EGYPT, the ceremony of

opening the Nile took place this season in the presence of the principal ministers and officials and several thousand persons. This ceremony is held when the river attains a certain height. An opening is cut to admit its fertilizing waters to the numerous canals spread all over lower Egypt. The effigy of a woman in gorgeous apparel, and bedecked with jewelry, is floated down the stream, and money is distributed to the natives present, in token of the riches and abundance that will result wherever the Nile flows.

Tilden's Income Tax.

A Radical Campaign Lie Squelched.

An Explicit Rejoinder to the New York Times Charges.

Its Statements Infamously False and Fraudulent.

Card from Hon. Abram S. Hewitt.

TO THE PUBLIC.—The New York Times,

which for years past has been the organ of Governor Tilden, immediately after he became a formidable candidate for the Presidency, began a series of assaults upon his private character. At length these assaults culminated in the charge of making a false statement of his income in 1862. By dint of reiteration and fabricated specifications of items and details, having the semblance of actual accounts, some well-meaning persons were disturbed. It therefore occurred to me to apply to the Secretary of the Treasury for verification of the income returns of Governor Tilden and Governor Hayes, and on the second day of September, I made such an application. The copies applied for have not been furnished, nor indeed has my letter received the poor courtesy of an acknowledgment. Meanwhile, the adversaries of Gov. Tilden have apparently had free access to these returns, and have even been permitted to photograph so much of them as suited their purposes. I submit this fact to the American people without comment. The Times, receiving no reply from the public authorities, who seem to regard the documents in their custody as held in trust for the Republic, and not for the whole people, I addressed a note to Judge James P. Sinnott, who was the confidential law clerk of Governor Tilden during the whole period in which the law imposing an income tax was in force, asking him to examine the pretended account of Governor Tilden's income during the year 1862, published by the Times, and to furnish me with such explanations in regard thereto as his necessary familiarity with the details would enable him to supply. I have this day received his reply, presenting a full and entirely satisfactory refutation of the charges of the Times.

His answer herewith submitted to the public shows that out of thirteen pretended items of income amounting to \$110,000, eleven items amounting to \$84,000 are wholly fictitious, while of the other two, only one of \$1,000 is entirely true, and the second of \$25,000 is only partially true.

There is therefore no ground for the assertion that the sworn return was not a just and accurate statement of the net income of Governor Tilden, after making such deductions for losses and returns as the law authorized him to make.

If exception be taken to Judge Sinnott's letter on the ground that it does not contain a detailed statement of the several items upon which the return of 1862 was made, it is proper to state that the regulations of the Department did not require such detailed statements, and very few professional men made such statements, or could now recall the items or have kept the memoranda upon which their returns were made.

If Governor Tilden were not in nomination for the Presidency, I do not know of any man in this community whose mere statement of a fact would have been more generally accepted as the truth, and I fail to see why the return of Governor Tilden should have been placed by a large body of his fellow-citizens should be held to detract from the sanctity of his oath.

ABRAM S. HEWITT,
Chairman Nat. Dem. Com.

New York, Sept. 20, 1876.

Reply to Judge Sinnott.

NEW YORK, Sept. 20, 1876.

Hon. ABRAM S. HEWITT, CH.
My Dear Sir: I have received your note with the copy of the Times of September 8, in reference to Mr. Tilden's income return for 1862, and have taken the earliest time which my official engagements would permit to send you the information you sought.

I was in Mr. Tilden's law office during the whole period covered by the allegations of the Times, and was more familiar than any other person—perhaps even than Mr. Tilden himself—with the professional services and with the earnings of his office, and being among my duties to keep such record or memoranda of them as was preserved.

The charges to which you specially refer are epitomized and placarded on the front page of the Times, where, in parallel columns, are displayed a *fact* and a *lie*. The *fact* is the income tax return for the year 1862, contrasted with a pretended statement of his real income for that year.

I have examined this statement with care, and from my personal knowledge, find it to be false in every important particular. The first thing in this fabrication of the Times which arrested my attention, was the evident intent to mislead which characterizes it. It purports to be made up of separate items, the wording of which is varied in order to give the reader the idea that these items had been taken directly from bills, or accounts which had been rendered to some one, or had been entered in some book of accounts.

For example: the first item reads, "February 19, Fee for Trustees and Master Commissioner's Deed," etc. but the wording of the second item is made different, and reads: "February 25, Fees and expenses with reference to deed," etc. and the third item is put in still another different mode of expression, and reads: "March 1, For drafting, etc. First Mortgage Deed," while in the fourth item the word "fees" is omitted, and this time without the "expenses" is brought into requisition.

The obvious intent of these contrivances is to give color to these bogus items, and the appearance of being copied from some real paper.

The first six items of this statement relate to matters connected with the Pittsburgh, Fort Wayne and Chicago Railway, and a right understanding of Mr. Tilden's relations to that enterprise, prior to and during the year 1862, is important to the outset.

Now, the fact is that no such charges as are contained in these six items ever existed, and no one of these pretended items has ever been made the subject of a specific charge by Mr. Tilden against any individual or corporation whatever.

Mr. Tilden became counsel for the holders of various classes of bonds secured upon the Pittsburgh, Fort Wayne and Chicago Railroad, which was and is a railroad running through four different States, and built in sections by three different corporations, which were afterwards consolidated. When Mr. Tilden became counsel for the bondholders in 1859, it had outstanding nine different classes of bonds, upon all of which default had been made, and its affairs in general were in apparently hopeless bankruptcy and confusion. To rescue this enterprise, Mr. Tilden labored continually, and much money was expended, but a lawyer ordinarily does in regard to any one particular case, from 1859 to the early part of 1862. The labor was particularly arduous during the years 1860 and 1861.

Suits of forcible recovery were instituted early in each of the States, and these had so far progressed by June, 1861, that decrees of foreclosure and sale were then entered.

The road was actually sold on the 24th of October, 1861, and possession taken under the sale. Of course this could not be accomplished until all the conflicting interests—the nine different classes of bondholders, the secured creditors, the unsecured creditors and the stockholders—had been liquidated and satisfied; nor until legislative acts adequate to meet a case such as had never before arisen, either here or in England, had been devised, prepared and successfully passed in four different States.

It was accomplished principally under the advice and with the labor of Mr. Tilden before the close of the year 1861. His engagements on account of this railroad during that whole period were constant and engrossing. Whatever pay he received was for the entire service as a whole—it was not itemized or apportioned.

The income tax law went into effect on the first of January, 1862, and the incomes falling under its operation were those accruing from and after the said 1st day of January, 1862. Income which had accrued before that time was exempt from its operation.

I do not think it necessary to occupy much time or space in discussing the legal aspects of this income question, or in sustaining the right of a citizen to receive and retain free from income tax, money which he had already earned by his own labor in years when no income tax existed.

The rule on this subject was early declared and promulgated by the Internal Revenue Department itself and is in full accord with these views.

In 1863, Hon. George H. Boutwell, then late Commissioner of Internal Revenue, prepared a "Manual of the Direct and Excise Tax System," which Secretary Chase approved and authorized.

Under date of May 1869, the Manual contains (pp. 273, 274) the following decision by the Commissioner of Internal Revenue:

"A merchant's return of income should cover the business of the year 1862, excluding previous years."

"Physicians and lawyers should include actual receipts for services rendered in 1862, together with an estimate of unrealized or contingent income due to that year."

In view of these decisions and official instructions of the Internal Revenue Department, Mr. Tilden's income return for 1862 was made up, so that, even if a different view had since been authoritatively held and expressed, Mr. Tilden would stand completely justified. But there is no authority for any different view.

With these preliminary observations, I will proceed to examine the fabrications of the Times in detail. The following is a copy of the Times's statement:

The False Income Return of Samuel J. Tilden for 1862.

A FAC-SIMILE OF THE DEMOCRATIC CANDIDATE'S AFFIDAVIT, CONTRASTED WITH SEVERAL ITEMS OF HIS INCOME—A CONVINCING, THOUGH INCOMPLETE, SHOWING WHICH CONVICTS MR. TILDEN OF PERJURY AND OF CHEATING THE GOVERNMENT.

INCOME OF 1862.

Some Items of the (alleged) True Statement.

February 19—Fee for Trustees and Master Commissioner's Deed, etc.	5,000
March 1—For drafting, etc. First Mortgage Deed of reconstructed corporation, Pittsburgh, Fort Wayne and Chicago Railroad Company.	5,000
March 1—Fees for Second Mortgage Deed Pittsburgh, Fort Wayne and Chicago Railroad Company.	2,500
March 1—Fees for Third Mortgage Deed Pittsburgh, Fort Wayne and Chicago Railroad Company.	4,500
March 2—Fees for final conveyance to Railway Company, subject to the mortgages, Pittsburgh, Fort Wayne and Chicago Railroad Company.	5,000
June 14—Cumberland Coal and Iron Company.	5,000
October 1—Services to Second Mortgage Bondholders of St. Louis, Alton and Terre Haute Railroad Company, as per affidavit, \$10,000.	10,000
November 1—Services to First Mortgage Bondholders of St. Louis, Alton and Terre Haute Railroad Company, as per affidavit.	10,000
December 1—Services to Second Mortgage Bondholders of St. Louis, Alton and Terre Haute Railroad Company, as per affidavit.	20,000
Share of bonds retained for services during year connected with reconstruction of the Chicago and Alton Railroad Company.	15,000
Salary as Trustee and President of Balance Dry Dock Company.	1,000
Total.	\$108,000

DEDUCT.

Fees expenses of office, repairs, and taxes.	\$6,500
For fees received for services rendered in 1862.	12,500
Net income on Democratic interpretation of law.	\$89,000
Net income as sworn to by Mr. Tilden.	7,118
Professing to be the same, but actually concealed.	\$1,882

SUMMARY.

Income subject to five per cent.	Amount.	Am't of Tax.
Interest returned subject to three per cent.	\$89,000	\$4,450.00
	7,118	213.54
Portion of unpaid debt to the Government.		\$4,236.48

EXAMINATION OF ITEMS.

First Item.—This is entered under date of February 19, 1862, as a Fee for Trustees and Master Commissioner's Deed, etc. \$5,000.

No such charge was ever made, rendered, or collected by Mr. Tilden, or any one on his behalf at the date mentioned, or at any other time.

The instrument itself was a simple trustees' and masters' deed, principally consisting of recitals adapted to the case of a railroad, and recitals, and peculiar chiefly in the magnitude of the property conveyed. The preparation of such an instrument could form no item of charge worth considering in a payment for an entire service of years, and no specific charge whatever was ever made by Mr. Tilden.

Second Item.—February 25. "Fees and expenses, with reference to Deed of former Railroad Company, pursuant to order of Court, etc., \$2,000."

No such charge was ever made, rendered, or collected by Mr. Tilden.

In point of fact, the document, which is not quite so long as an ordinary deed, and was intended to have the effect of a quit claim, was not drawn by Mr. Tilden at all, but by Judge N. H. Swasey, now of the U. S. Supreme Court. Mr. Tilden was never paid for it in any shape.

Third Item.—March 1. "For drafting, etc., First Mortgage Deed of Reconstructed Corporation, \$5,000."

No such charge as this, and no specific charge whatever, was ever made, rendered, or collected by Mr. Tilden.

The instrument itself was unquestionably a very important one and admirably drawn, but it was only one item of continued service running back to the year 1859, and the fee which governs a charge under an employment to draw a single paper of this description have no application at all in this case.

Fourth Item.—March 1. "Fees for Second Mortgage Deed, etc., \$2,500."

No such charge was ever made, rendered, or collected by Mr. Tilden.

The observations in regard to the first mortgage apply equally to this, with the additional force, that being, from the nature of the case, in most respects a copy of the first mortgage, it was a great deal less labor for a charge. In point of fact no specific sum was ever paid for it.

Fifth Item.—March 1. "Fees for Third Mortgage Deed, etc., \$4,500."

The absurdity of this charge is transparent. The first mortgage was on the same property, and drawn for the same client, as the second, but secured an indebtedness only about two-fifths as large,

and yet this statement puts down \$4,500 as the fee for drawing the third mortgage as against \$2,500 for the second.

Of course no such charge or any other specific charge was ever made by Mr. Tilden for the drafting of this instrument.

Sixth Item.—March 1. "Fees for final conveyance to Railway Company, subject to the mortgage, Pittsburgh, Fort Wayne and Chicago Railroad Company, \$5,000."

Mr. Tilden never made, rendered or collected, nor was he ever paid, any such bill or item in a bill.

Nor is there anything but the dates of the deeds on which to base the assumption, that the work on them was exclusively done in the year 1862.

And, right here, it is proper to say a few words in regard to Mr. Tilden's scale of charges. It is a great mistake to suppose that counsel must have been paid in 1862 at high rates which were in subsequent years. Mr. Tilden, at that time, was in the habit of charging very low prices. The class of business in which he was engaged required, particularly, great skill in negotiation—a thorough knowledge of men, a thorough knowledge of the railway system, the business condition and prospects of the country, and a constructive power of devising and suggesting ways and means of reconciling apparently conflicting pecuniary interests to the permanent benefit and satisfaction of all concerned. The mere drawing of papers was hardly thought of, in estimating the value of Mr. Tilden's services. He was paid because he reconciled and rescued, as no other man in this country could then have done, interests worth millions which to many persons seemed hopelessly lost. Yet in this publication he is set down, upon mere surmise, and without any data or authority, as receiving twenty-four thousand dollars for work which could not reasonably have occupied more than one month of his time, while the answer in the St. Louis, Alton and Terre Haute case discloses the fact that he was working at the same class of business, and about the same time, at the rate of twenty thousand dollars for four consecutive months of his time.

Seventh Item.—June 14. Cumberland Coal and Iron Company, \$5,000.

The Times allows that one-half of this sum should be deducted, on the ground that it probably was not earned in 1862. Neither was the other half.

Gov. Tilden rendered no services to the Cumberland Coal and Iron Company in that year. He did render it important services during the previous years beginning in 1855, but they were all completed before the close of 1861. If any thing was received it must have been in bonds, and in settlement of an old account, and not taxable.

Eighth Item.—October 1. Service to second mortgage bondholders of St. Louis, Alton and Terre Haute Railroad Company, as per affidavit, \$10,000.

Of course no bill was ever rendered by Mr. Tilden in the above form. But this item and the one next following furnished the basis on which the Times was set out on this defamatory crusade. It pretended to have discovered an inconsistency between Gov. Tilden's return of income, in 1862, and certain allegations contained in an answer in equity, filed by the defendants, to a bill in equity, filed by the plaintiffs, brought by the St. Louis, Alton and Terre Haute Railroad Company.

If you will turn to page 37, folio 145, you will find these words:

"That for such services the defendant Tilden made a charge of ten thousand dollars against said second mortgage bondholders, and the said charge was paid by or on behalf of said second mortgage bondholders, on the 17th of October, 1862, out of a fund contributed by said second mortgage bondholders, under an agreement between themselves dated November 1st, 1859."

Now then, the question presents itself, what were the "services" for which this payment was made, and when were they rendered? To ascertain this, we need only look at folio 143, where we find these words: "And they further say touching the statements in bill of complaint as to the services of the defendant Samuel J. Tilden, that he had, long prior to and at the time of the execution of the deed, rendered to the said bill of complaint mentioned, been the counsel for the second mortgage bondholders, in whose behalf such suit was instituted, and that he was counsel also for the trustees of the said second mortgage bondholders, and had been from some time in the year 1857."

It appears, therefore, that this money was paid for services running through *five years* anterior to 1862, and it does not appear that any part whatever was earned in 1862. The decree of the court, recognizing the rights of the second mortgage bondholders was entered at the August term in the year 1861, and the sale itself took place as early as March, 1862.

No appreciable part, if any, of this item can therefore be apportioned to the year 1862.

Ninth Item.—November 7. Services to First Mortgage Bondholders of St. Louis, Alton and Terre Haute Railroad Company, as per affidavit, \$10,000.

This item was the original basis of stay of the Times's slander, and is still clung to with considerable tenacity. In support of its theory on the subject, the Times has appealed to the answer before mentioned. To this document we shall now refer, and at page 37 we find the following statements: "That the defendant Tilden, for a part of his services aforesaid, also made a charge of the like sum of ten thousand dollars on account of professional services rendered to the First Mortgage bondholders and the Receivers, which was paid to him by the said St. Louis, Alton and Terre Haute Railroad Company, as per affidavit."

"And these defendants deny that either of the two claims of the defendant last aforesaid were for, or were ever stated by him as for, claims against the reorganization, or that it was resolved by the purchasing committee last aforesaid, that any claim of the defendant aforesaid for ten thousand dollars against the reorganization be allowed as in the said bill of complaint mentioned."

For 14th, 14th, 14th.

To ascertain the time of the rendition of the services on account of which such payment was made, the reader is referred to the opposite page, at folio 144, where we find it stated that Mr. Tilden "was also the counsel for said Receivers, and that he was engaged as the principal counsel for the said First Mortgage bondholders, in relation to the foreclosure proceedings herebefore mentioned, and other proceedings connected therewith, and that such services had commenced prior to the year 1859, and were rendered from time to time, during a period of upwards of three years thereafter." The argument of the Times is that this sentence admits the continuance of these services during the whole of the year 1862. I submit that even if these words stood alone, any fair mind would read them as meaning that the services continued for upwards of three years after they had commenced, which is expressly stated to have been before the year 1859. This is the true construction of the words. It is their meaning. It accords with the facts.

But, of course, if the writer desired to ascertain the meaning and intent of this passage, and found it ambiguous, he would quote, viz., the words, "and that the services had commenced prior to the year 1859, and were rendered from time to time, during a period of upwards of three years thereafter."

In other words, the services were rendered in 1858, 1859, 1860 and 1861. No considerable part of these services belong to the year 1862. The foreclosure proceedings in which they were rendered had already reached a decree in August, 1861.

I am aware that a most disingenuous construction has been put by the Times upon a sentence from the answer which I have here quoted, viz., "the words, 'and that the services had commenced prior to the year 1859, and were rendered from time to time, during a period of upwards of three years thereafter.'"

The argument of the Times is that this sentence admits the continuance of these services during the whole of the year 1862. I submit that even if these words stood alone, any fair mind would read them as meaning that the services continued for upwards of three years after they had commenced, which is expressly stated to have been before the year 1859. This is the true construction of the words. It is their meaning. It accords with the facts.

By referring to page 17 of this same answer, you will perceive that the foreclosure suit in which these services were rendered was terminated in a decree as early as August, 1861 (fol. 67), and that the road was actually sold in the month of March, 1862. So that there must have been at least nine